

EXHIBIT B

**CONSTRUCTION
BID DOCUMENT**

FORM 1-C (11/2013)

Proposal submitted by:

Reference No. 141C909043

Date April 29, 2014

Name of Bidder (Print or Type)

CITY OF CINCINNATI

Buyer Annette Gordon

This space for City Use Only

DIVISION OF PURCHASING

Phone 513-352-4507

BOND**CHECK**805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947
COPY OF LEGAL NOTICE - BID WANTED

Commodity Class 0990101

Sealed bids will be received at the office of the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio, 45202-1947, until 12 o'clock noon Cincinnati time on the dates hereinafter stated at which time they will be opened and publicly read, for furnishing the materials, supplies, equipment, or services, or for supplying the material and/or doing the work necessary for the repair, construction, or improvement, as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

Unless otherwise specifically indicated under the individual listing in the legal advertisement, all bids shall be subject to the following:

- a) **BID SURETY**: A Bid Bond, deposit of cash or Certified Check, Bank Cashier's or Bank Official's Check drawn on a solvent bank payable to the Treasurer of the City of Cincinnati, in the amount of not less than ten percent (10%) of the total amount of the bid must accompany each bid as a guarantee that if the bid is accepted a contract will be entered into.
- b) **PERFORMANCE SURETY**: The successful bidder will be required to furnish a bond or a Certified Check on a solvent bank, payable to the Treasurer of the City of Cincinnati, in the Amount of not less than one hundred percent (100%) of the total amount of the contract as a guarantee for the faithful performance thereof, including, but not limited to Equal Employment Opportunity Program Provisions, Small Business Enterprise Program provisions and Prevailing Wage provisions.
- c) All bidders will be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity, and City of Cincinnati Municipal Code Chapter 323, regarding the Small Business Enterprise Program. Failure of a bidder to comply with these requirements shall be cause for rejection of the bid.
- d) The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- e) Bidder must use the Construction Bid Surety and Signature Form included herein, as none other will be accepted.

The bid documents **SHALL** be returned intact. FAXED or ELECTRONICALLY MAILED bids are *unacceptable*. Bids and all forms requiring signature *must* be signed and returned in the bid/proposal at the time of submittal, and signature(s) *must* be original. Failure to do so shall result in the bid being rejected as non-responsive.

Specifications and Plans referred to in this bid document by reference only, need not be submitted with the bid.

Bid forms, specifications, etc. may be obtained upon application at the Division of Purchasing.

ITEM DESCRIPTIONREFERENCE NO.BID DUE 12 NOON

**Vernon/Maxwell/Linton/
University/Concordia
Water Main Project**

141C909043

May 13, 2014

There is a **Subcontractor Outreach and Participation Mandatory Goal of 30%** for this Project. **NOTE:**
BIDDERS ARE TO COMPLETE FORM 2003, 2007 AND 2007A FOR BID TO BE RESPONSIVE

INVITATION TO BID

Sealed bids are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the bid document, including General Conditions, Instructions to Bidders, and Information for Bidders on the reverse hereof.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

The copy of the Legal Notice, General Conditions, Instructions and Information for Bidders, Special Conditions, Specification and Plans applying are a part of this construction bid.

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein, are made a part hereof.
- 3) **Workers' compensation:** Insofar as Workers' Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required in the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.
To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided are set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
- 8) **Specifications:** Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **Cash discounts:** Time, in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
Cash discount offered for payment in fewer than twenty-five (25) calendar days cannot be considered.
If no cash discount is indicated in the space provided in the Bid document the terms will be considered as Net-thirty (30) days.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue Code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.
The Purchasing Division will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid Document, the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document, Bidders may submit bids on any item or group of items, provided, however, that the unit prices are shown as requested.
Award provisions are set forth in the Bid Document.

- 14) **Bid Surety and Signature Form:** Unless waived under the conditions stated, all bids must be accompanied by a bid bond, deposit of cash, or certified check, bank cashier's or bank official's check, drawn on a solvent bank, payable to the Treasurer of the City of Cincinnati in the amount determined by the City as stated in the legal advertisement (see cover page), as a guarantee that, if the bid is accepted, a contract will be entered into.
- The City will determine the sufficiency of the surety.
- The bid bond should be executed by an authorized surety, guaranty or trust company.
- If corporate surety is given, the surety or guaranty company should indicate in the bond the state in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing agent, Cincinnati, Ohio.
- The surety signature should be witnessed.
- At the time of submittal, all Bids *must* be signed by Bidder and Principal and signature(s) *must* be original, whether or not bid surety is required. At the time of submittal, all forms requiring signature *must* be signed and signatures *must* be original. Failure to do so shall result in the bid being rejected as non-responsive.
- 15) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 16) **Performance Surety:** The successful bidder will be required to furnish a bond or *certified* check on a solvent bank, payable to the Treasurer of the City of Cincinnati, in the amount stated in the legal advertisement (see cover page) as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.
- 17) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 18) **Bidder's Signature:** Each construction bid surety form must be signed by the bidder with his usual, original signature. All signatures shall be in full. (See Construction Bid Surety Form of Construction Bid Document).
- 19) **Submission and Receipt of Bids:**
- a) Inquiries involving an expenditure exceeding the limits established in Sec. 735.05 Ohio Revised Code usually require advertising over a period of two to four weeks. Bids of this nature are publicly read at 12 o'clock noon, Cincinnati time, on the day bids are scheduled to be received.
 - b) Bids to receive consideration, must be received prior to the specified time of the opening and reading as designated in the Construction Bid Document.
 - c) **Bidder must use the Bid Document bid form furnished by the City as none other will be accepted. Bid forms should be returned intact. Removal of any part thereof will invalidate the bid. Specifications and Plans referred to in this bid document by reference only, need not be submitted with the bid, however, no removal of material physically incorporated in the bid document will be permitted.**

If the Construction Bid contains a volume two manual: the volume two manual need not be returned with the mandatory volume one bid document.
 - d) Bidders are requested to use the bid envelope furnished by the City or other similarly identified envelope to assure proper handling.

Envelopes should be sealed when submitted with identification information requested on the City bid envelope furnished in detail.
 - e) Separate bids must be submitted on each reference number.
 - f) Bids having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
 - g) Bids shall be mailed or delivered to the Office of the City Purchasing Agent, Cincinnati, Ohio.
- 20) **Interpretation of Bid and/or Contract Documents**
- No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Purchasing Division. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.
- 21) **Changes and Addenda to Bid Documents**
- Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.
- It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

22) Policy of Non-Discrimination:

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

23) Online Reporting

- A. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBEs"), which include SBEs owned by minorities and women. Accordingly, the Owner and/or Company must use best efforts and take affirmative steps to assure SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30 percent SBE participation for construction contracts and 15% participation in supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Office of Contract Compliance or from the City's web page <http://www.cincinnati-oh.gov/cmcr/pages/-13241-/>.) The Owner and/or Company may refer interested firms to the Office of Contract Compliance for review and possible certification as an SBE, and applications may also be obtained at <http://www.cincinnati-oh.gov/cmcr/pages/-13241-/>. The Owner and/or Company agree to take at least the following affirmative steps:
 1. Including qualified SBEs on solicitation lists.
 2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the improvements. The Owner and/or Company is encouraged to use internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
 4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agrees to require the prime contractor to take the above affirmative steps.
- C. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com- or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Contractor shall contact the Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.

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BID DOCUMENT - As part of the bid submission, the bidder should return Bid Document with all pages intact. Removal of any pages included in the original Bid Document may result in the bid being determined to be non-responsive.

LOCAL HIRING ORDINANCE (CMC-318)

Local Hiring Guidelines are applicable to This Project. Contractor shall refer to the Local Hiring Guidelines included in the Bid Documents, including, but not limited to Specification Section 00 73 49.

Instructions To Bidders – Preparation of Bid

A completed Local Hire Action Plan (Exhibit A to Specification Section 00 73 49). This document is only required to be submitted with the Bid Submittal Documents if the Local Hiring Guidelines are applicable and project is more than \$1M. Refer to Section 2 of the City-Contractor Agreement (Specification Section 00 52 01).

A completed Reduction and Conditional Waiver Form (Exhibit E to Specification Section 00 73 49). This document is only required to be submitted with the Bid Submittal Documents if the Local Hiring Guidelines are applicable to the Project and if Contractor is requesting a Conditional Waiver in accordance with Specification Section 00 73 49 – 3.03.B).

RESPONSIBLE BIDDER ORDINANCE (CMC-320)

Responsible Bidder Guidelines are applicable to this project.

Contractor shall refer to the Responsible Bidder Guidelines included in the Bid Documents, including, but not limited to Specification Section 00 73 50.

ADDITIONAL INFORMATION

For additional information contact: Andy Orth at (513) 244-3910

BEGINNING OF WORK

The contractor shall start work within five (5) calendar days from receipt of written notice to begin work, by registered or certified mail, from the City Agency for whom the work is to be performed.

No work of any kind shall be done by contractor until so notified.

CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

REFERENCE NO. 141C909043 - PAGE 6

COMPLETION OF WORK

The contractor shall secure delivery of all equipment and materials required and shall complete on site work within **150 calendar days** from receipt of notice to begin work.

LIQUIDATED DAMAGES

The amount of liquidated damages to be paid by the contractor for each and every working day that he is in default is **\$1,000.00**.

SEND INVOICE TO

Separate invoices must be submitted on the City's Standard Claim Voucher invoice form and mailed to:

**Greater Cincinnati Water Works
Accounts Payable
1600 Gest Street
Cincinnati, Ohio 45204**

PROJECT CLASSIFICATION

The **Highway and Heavy** classification shall be used by all contractors on this project.

WAGE DETERMINATION

Davis Bacon Heavy-Highway Wage Rates shall apply for all Contractors on this project.
(attached)

SUBCONTRACTORS

In the event the contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, on a Form 2004, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The City shall not unreasonably withhold approval of a subcontractor.

Form 2004 Subcontractor Approval Request Form is available in the Office of Contract Compliance, Two Centennial Plaza, 805 Central Ave., Suite 222, Cincinnati, Ohio 45202 (telephone no. 513/352-3144).

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SPECIFICATIONS

All work shall be performed and materials furnished in accordance with the following specifications:

- (1) **Latest edition of the Ohio Department of Transportation Construction and Material Specifications and the City of Cincinnati Supplement thereto available in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati, Ohio 45202 Phone 352-3463.**
- (2) **Latest edition of the CITY OF CINCINNATI SIDEWALK STANDARDS, a copy of which is available in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati Ohio 45202 Phone 513/352-3463.**
- (3) **Drawings, C.W.W. Job Number D-3651-G (14 Plan Sheets)**

STATEMENT OF NON-COLLUSION

In submitting this bid, the bidder affirms that the bid is genuine and not collusive or a sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this or any other bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cincinnati or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REGULATIONS

All bidders will be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325 regarding Equal Employment Opportunity.

The Equal Employment Opportunity Program Regulation requires that the vendor determined to be the lowest and best bidder shall complete and submit an OCC 147 FORM. The OCC 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the OCC 147 form within ten days of the date of the request will be sufficient cause to reject the bid due to the vendor being non responsive.

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EEO FOR ALL CONSTRUCTION CONTRACTS AWARDED

The standard for all City construction work during the course of a contract with the City shall be no less than 11.8% minority and 6.9% female (of whom one half shall be minorities) in each craft trade in the contractor's aggregate workforce in Hamilton County to be achieved halfway through the contract, or, in the case of a contract of six months or more, within 60 days of beginning the contract, except to the extent that a waiver may be granted by the City after notice has been made to appropriate agencies and persons (including any who specifically have requested said notice) who may assist in the referral of qualified female and minority applicants to the City or the contractor in order to meet said standards.

These requirements are mandated by Resolution No. 21-1997

The following local organizations can assist in providing minority employees:

Cincinnati Institute for Career Alternatives
Urban League
Offices of Local Trade Unions for Craft Trades required

SMALL BUSINESS ENTERPRISE PROGRAM REGULATIONS

All bidders will be subject to the provisions of City of Cincinnati Municipal Code Chapter 323, regarding the Small Business Enterprise Program Regulations.

The requirements of Cincinnati Municipal Code Chapter 323 and amendments thereto are applicable to this contract. The contract with the City shall be subject to, and contractor shall comply with, the provisions of the Small Business Enterprise Program contained in CMC Chapter 323 of the Cincinnati Municipal Code. Section 323-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202 (call 513/352-3144).

Contractors awarded City construction contracts shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting the work, including the utilization of Small Business Enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this bid and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Office of Contract Compliance;

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OFFEROR'S COVENANT OF NON-DISCRIMINATION (continued)

- We will submit to investigations and/or audits by the Office of Contract Compliance in connection with routine monitoring or as a result of specific allegations of discrimination.

SuperJobs Center Employment Postings per Ordinance No. 238-2010

If this Agreement is for the provision of construction services, this Agreement is subject to the SuperJobs Center Employment Postings requirement established in Ordinance 238-2010 as follows: To the extent allowable by law, the Contractor shall use its best effort to post available employment opportunities within the Contractor's organization or the organization of any subcontractor working with the Contractor with the SuperJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Business Services Unit Manager at 513-946-7242.

INSURANCE

See Form 160 attached.

RETENTION OF PERFORMANCE SURETY

The contractor will be required to provide performance surety in the amount of 100% of the contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project.

The City will furnish exemption certificates to the contractor upon request to the Division of Purchasing.

SPECIAL CONDITIONS

Prior to submitting a bid, prospective bidders should visit the premises, familiarize themselves with existing conditions, take their own measurements and be responsible for them.

METHOD OF AWARD - LOWEST AND BEST BIDDER

The City reserves the right to review substitutions offered and may, based solely on its judgment, in regard to specification and/or cost criteria, elect to award based on the offered substitution.

The City reserves the right to accept or reject any or all add and/or deduct alternates when, in the opinion of the awarding authority, such acceptance or rejection is in the best interest of the City. Before an award of the contract is made, the City shall determine which add and/or deduct

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METHOD OF AWARD - LOWEST AND BEST BIDDER (continued)

alternates will be accepted. A final determination of lowest and best bid shall be based on factors as delineated in Cincinnati Municipal Code Chapter 321.37.

In determining the low bid, each bidder's base bid shall be combined with the add and/or deduct alternates accepted by the City, and any substitutions offered and accepted by the City.

In the event no alternates are requested by the City in the bid document and no substitutions are offered, the low bid shall be determined on the basis of the base bid.

The City shall award the contract to the lowest and best responsive bidder.

REFERENCE NO. 141C909025 - PAGE 11

SCOPE

For furnishing all the materials, labor, and equipment and performing all work necessary to furnish and install Ductile Iron Pipe and Fittings, Copper Pipe and Fittings and other work necessary or incidental to the installation of the proposed water main in
Vernon/Maxwell/Linton/University/Concordia, Job# WW002456.

QUANTITIES

It is understood that the quantities are approximate only and shall not govern the amount required during the contract period. The estimated quantities indicated will be used solely for the purpose of making a tabulation of the bids.

Pipe Supplier

Northside Supply / US Pipe

Item	Spec	Est. Qty	Unit	Description	Unit Cost Labor	Lin. Ft.	Unit Cost Material	Lin. Ft.	Extended Total
1	1101	76	Lin. Ft.	Furnishing and Laying 4" Ductile Iron Pipe and Fittings	\$ 95.-	Lin. Ft.	\$ 100.-	Lin. Ft.	\$ 14,820.-
2	1101	508	Lin. Ft.	Furnishing and Laying 6" Ductile Iron Pipe and Fittings	\$ 40.-	Lin. Ft.	\$ 70.-	Lin. Ft.	\$ 53,880.-
3	1101	2,879	Lin. Ft.	Furnishing and Laying 8" Ductile Iron Pipe and Fittings	\$ 42.-	Lin. Ft.	\$ 56.-	Lin. Ft.	\$ 279,263.-
4	1101	1,346	Lin. Ft.	Furnishing and Laying 12" Ductile Iron Pipe and Fittings	\$ 50.-	Lin. Ft.	\$ 100.-	Lin. Ft.	\$ 261,900.-
5	1110	48	Cu. Yd.	Concrete, Class "C"	\$ 40.-	Cu. Yd.	\$ 45.-	Cu. Yd.	\$ 4,080.-
6	1112	11	Each	Hauling and Installing Fire Hydrant	\$ 825.-	Each	\$ 50.-	Each	\$ 9,625.-
7	1114	10	Each	Removing Fire Hydrant	\$ 350.-	Each	\$ 100.-	Each	\$ 4,500.-
8	1115	12	Each	Furnishing and Installing Fire Hydrant Extension, 6" Long	\$ 100.-	Each	\$ 250.-	Each	\$ 4,200.-
9	1115	1	Each	Furnishing and Installing Fire Hydrant Extension, 12" Long	\$ 125.-	Each	\$ 250.-	Each	\$ 375.-

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Item	Spec	Est. Qty	Unit	Description	Unit Cost Labor		Unit Cost Material		Extended Total
10	1115	1	Each	* Furnishing and Installing Fire Hydrant Extension, 18" Long	\$ 175.-	Each	\$ 300.-	Each	\$ 475.-
11	1116	37	Each	Furnishing and Installing Valve Box Complete	\$ 100.-	Each	\$ 300.-	Each	\$ 14,800.-
12	1116	19	Each	Furnishing and Installing Valve Box with 1" Air Release Complete	\$ 300.-	Each	\$ 350.-	Each	\$ 12,350.-
13	1119	50	Cu. Yd.	Additional Excavation	\$ 5.-	Cu. Yd.	\$ 0	Cu. Yd.	\$ 250.-
14	1120	50	Cu. Yd.	Exploratory Excavation	\$ 10.-	Cu. Yd.	\$ 0	Cu. Yd.	\$ 500.-
15	1122	6	Each	Removing Existing Manhole Curb and Cover	\$ 100.-	Each	\$ 50.-	Each	\$ 900.-
16	1122	5	Each	Removing Existing Valve Box	\$ 20.-	Each	\$ 0	Each	\$ 100.-
17	1126	241	Lin. Ft.	Furnishing and Installing 3/4" Copper Service Pipe w/ Aqua Shield	\$ 35.-	Lin. Ft.	\$ 45.-	Lin. Ft.	\$ 19,280.-
18	1126	73	Lin. Ft.	Furnishing and Installing 1" Copper Service Pipe w/ Aqua Shield	\$ 50.-	Lin. Ft.	\$ 50.-	Lin. Ft.	\$ 7,300.-
19	1126	223	Lin. Ft.	Furnishing and Installing 1 1/2" Copper Service Pipe w/ Aqua Shield	\$ 40.-	Lin. Ft.	\$ 50.-	Lin. Ft.	\$ 20,070.-
20	1128	1	Each	Reconnecting Existing 3/4" Service Branch	\$ 400.-	Each	\$ 100.-	Each	\$ 500.-
21	1128	2	Each	Reconnecting Existing 1" Service Branch	\$ 400.-	Each	\$ 100.-	Each	\$ 1,000.-
22	1128	1	Each	Reconnecting Existing 1-1/2" Service Branch	\$ 450.-	Each	\$ 100.-	Each	\$ 550.-
23	1128	4	Each	Reconnecting Existing 2" Service Branch	\$ 450.-	Each	\$ 150.-	Each	\$ 2,400.-
24	1131	16	Each	Furnishing and Installing Curb and Roadway Box (Renew)	\$ 50.-	Each	\$ 100.-	Each	\$ 2,400.-

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Item	Spec	Est. Qty	Unit	Description	Unit Cost Labor		Unit Cost Material		Extended Total
25	1131	5	Each	* Furnishing and Installing Curb and Roadway Box (Reconnect)	\$ 50.-	Each	\$ 100.-	Each	\$ 750.-
26	1133	7	Each	Furnishing and Installing 3/4" Frost-Proof Meter Setting	\$ 300.-	Each	\$ 500.-	Each	\$ 5,600.-
27	1133	3	Each	Furnishing and Installing 1" Frost-Proof Meter Setting	\$ 300.-	Each	\$ 500.-	Each	\$ 2,400.-
28	1133	7	Each	Furnishing and Installing 1-1/2" Frost-Proof Meter Setting	\$ 300.-	Each	\$ 525.-	Each	\$ 5,775.-
29	1134	1	Each	Relocating Existing 1-1/2" Frost-Proof Meter Setting	\$ 350.-	Each	\$ 350.-	Each	\$ 700.-
30	1138	31	Each	Removing Curb and Roadway Box	\$ 25.-	Each	\$ 0	Each	\$ 775.-
31	202	1,172	Lin. Ft.	* Street Car Rails (Removed)	\$ 10.-	Lin. Ft.	\$ 10.-	Lin. Ft.	\$ 23,440.-
32	202	602	Lin. Ft.	* Remove Existing Pipe, Per Plan	\$ 0	Lin. Ft.	\$ 5.-	Lin. Ft.	\$ 3,010.-
33	254	5,750	Sq. Yds.	Pavement Planing, Asphalt Concrete	\$ 4.-	Sq. Yds.	\$ 0	Sq. Yds.	\$ 23,000.-
34	448	2,406	Sq. Yds.	Asphalt Concrete Surface Course	\$ 4.75	Sq. Yds.	\$ 4.75	Sq. Yds.	\$ 22,857.-

mrs

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Item	Spec	Est. Qty	Unit	Description	Unit Cost Labor	Unit Cost Material	Extended Total
35	509	4,614	Lbs.	Reinforcing Steel	\$ 0.20	\$ 0.10	\$ 1,384.20
36	602	1	Cu. Yd.	* Brick Masonry	\$ 100.-	\$ 50.-	\$ 150.-
37	619	1	Each	Temporary Facilities	\$ -	\$ -	\$ 6,500
38	637	1	MFBM	* Sheeting and Bracing Ordered Left in Place	\$ 1.-	\$ 1.-	\$ 2.-
39	202	602	Lin. Ft.	* Abandoned Facilities Removed, Per Plan	\$ 5.-	\$ 0	\$ 3010.-
				UNOFFICIAL TOTAL			\$ 756,871.20

* = CONTINGENCY ITEM TO BE USED AT THE DIRECTION OF THE ENGINEER

	correction / addenda	
	bidder acknowledges receipt of the following	

SUBCONTRACTOR OUTREACH PROGRAM (CMC 323-31)

The Subcontracting Outreach Program applies to this City construction contract. When State and/or federal funding sources require affirmative action goals, those goals as defined in the contract documents replace requirements of this Subcontracting Outreach Program.

Subcontractor Outreach and Participation Mandatory Goal of 30%

The Subcontracting Outreach Program (CMC 323-31) requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and achieve a minimum of 30% (which may be altered for construction of buildings) SBE subcontractor participation. To be eligible for award of this project, the SBE bidder must subcontract a minimum percentage of its bid to qualified available SBE subcontractors. The bidder must list all subcontractors, regardless of amount. Failure to list subcontractors and subcontracting amounts with the bid sufficient to meet or exceed the mandatory subcontracting participation level may cause a bid to be rejected as non-responsive.

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs). The City monitors the participation of City certified SBEs, including minority and women-owned businesses, in City contracts for the purpose of determining the degree of their utilization in City contracts, and to ascertain whether any impermissible discriminatory barriers are hampering the advancement of individuals within groups as defined by race or gender. The City does not encourage or require the use of any firm because of the race or gender of the owners or employees. The City does, however, expect that contractors will not discriminate against firms on the basis of the race or gender of the firm's owners or employees.

Online Reporting

A. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBEs"), which include SBEs owned by minorities and women. Accordingly, the Owner and/or Company must use best efforts and take affirmative steps to assure SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30 percent SBE participation for construction contracts and 15% participation in supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Office of Contract Compliance or from the City's web page <http://www.cincinnati-oh.gov/cmqr/pages/-13241-/>.) The Owner and/or Company may refer interested firms to the Office of Contract Compliance for review and possible certification as an SBE, and applications may also be obtained at <http://www.cincinnati-oh.gov/cmqr/pages/-13241-/>. The Owner and/or Company agree to take at least the following affirmative steps:

1. Including qualified SBEs on solicitation lists.
2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the

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- improvements. The Owner and/or Company is encouraged to use Internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
 4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agrees to require the prime contractor to take the above affirmative steps.
- C. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Contractor shall contact the Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.



City of Cincinnati

SUBCONTRACTING OUTREACH PROGRAM SUMMARY

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs). The Subcontracting Outreach Program applies to City-funded construction contracts of \$100,000.00 or more.

There are two components of the Subcontracting Outreach Program:

- **SBE Subcontractor Participation:** This component requires bidders to make subcontracting opportunities available to small businesses certified in the City's SBE program at the minimum percentage stated in the bid invitation. To count towards the SBE participation goal, the SBE must be certified in the commodity code(s) that will be used on the project. A list of City-certified SBEs is available on the City's website at www.cincinnati-oh.gov or from the Office of Contract Compliance.
- **Outreach/Good Faith Efforts.** The SBE subcontractor participation component. This component requires bidders to provide evidence of outreach effort made to SBEs.

To be eligible for an award of this project, the City will first determine whether any bidder meets the stated minimum percentage of SBE subcontractor participation. The percentage is clearly stated in the bid invitation. In the event that no bidder meets the minimum SBE subcontractor participation goal, the City will score bidders' Outreach/Good Faith Effort.

Pursuant to the Subcontracting Outreach Program requirements the following items are included in the bid invitation and must be completed, signed and submitted in each bid; failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non-responsive for SBE review purposes:

1. **Statement of Good Faith Efforts (Form 2007)**
2. **Outreach/good Faith Summary Sheet (2007-a)**
3. **Subcontractor Utilization Plan (Form 2003)**

The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.

1. Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Contract Compliance Office after bid opening but prior to contract award).
2. Form 2005- Subcontractor Monthly Business Utilization Report: (must be submitted with monthly invoice).
3. Form 2006 - Subcontractor Substitution Form: (must be submitted for advance approval for any proposed change in subcontractors).

If you have any questions or need assistance in meeting these requirements, please feel free to contact the Office of Contract Compliance at (513) 352-3144.

Violating Facilities

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Contract Change Order

The following change order form shall be utilized for any and all contract change order requests. An electronic version of the form is available at www.owda.org/owda-doc/loan%20info/changeorderwpcif.pdf. Instructions for completion of the change order form are available on the www.epa.ohio.gov website.

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND
CONTRACT CHANGE ORDER

RECIPIENT _____	CHANGE ORDER NO. _____
WPCLF LOAN NUMBER _____	CONTRACT _____
OWDA PROJECT NUMBER _____	DATE _____

Description of Change:

RECOMMENDED BY:	_____	(engineer)	DATE: _____
APPROVED BY:	_____	(recipient)	DATE: _____
ACCEPTED BY:	_____	(contractor)	DATE: _____
	_____	(company)	

Original Contract Amt	_____
Previous Change (+/-)	_____
This Change (+/-)	_____
Adjusted Contract Amount	_____

(FOR STATE USE ONLY)

OHIO EPA
ACCEPTANCE

DATE

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract covered by OWDA Project Number

Chief Engineer

Date

Executive Director

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters INSTRUCTIONS

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Go to www.epls.gov to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
www.epa.state.oh.us/defa/

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Joseph Prus, President

Type Name & Title of Authorized Representative

Joseph Prus

Signature of Authorized Representative

☐ I am unable to certify to the above statements. My explanation is attached.

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(II) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(II)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part